

CONRAIL



9-003A142

Date JAN 03 1979

Fee \$ 10.00

ICC Washington, D. C.

RECORDATION NO. 9620-F Filed 1425

JAN 3 1979 -3 32 PM

INTERSTATE COMMERCE COMMISSION

January 3, 1979

H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D. C. 20423

Dear Mr. Homme:

Pursuant to 49 USC § 11303 and 49 CFR §1116.1 et seq we
present the following document for recordation:

Second Amendment to Equipment Trust
Agreement dated as of December 15, 1978.

On August 3, 1978 at 9:25 a.m. the following documents were
recorded:

	<u>Recordation No.</u>
Purchase Order Assignment, dated as of July 18, 1978	9620
Equipment Trust Agreement, dated as of July 18, 1978	9620-A
Lease of Railroad Equipment, dated as of July 18, 1978	9620-B

On November 3, 1978 at 3:05 p.m. the following additional
documents were recorded:

Amendment to Equipment Trust Agree- ment, dated as of October 24, 1978	9620-C
Amendment to Lease of Railroad Equip- ment, dated as of October 24, 1978	9620-D

We are now presenting the Second Amendment to Equipment Trust Agreement for recordation.

The parties to this transaction are:

Vendor:	Portec, Inc. 300 Windsor Drive Oak Brook, Illinois 60421
Trustee-Lessor:	The Fidelity Bank Broad and Walnut Streets Philadelphia, Penna. 19109
Lessee:	Consolidated Rail Corporation 1310 Six Penn Center Plaza Philadelphia, Penna. 19104

The equipment covered by this transaction consists of 227 enclosed tri-level auto racks marked CR 4501 - 4727.

Enclosed is our check for \$10 to cover the recordation fee for an amendment to the previously recorded Equipment Trust Agreement.

After recording a copy of the document, please return the remaining copies, stamped with your recordation number, to the individual presenting it for recordation. Thank you for your assistance.

Sincerely yours,



Joseph T. Rowan
Corporate Counsel

JTR:ld
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/3/79

OFFICE OF THE SECRETARY

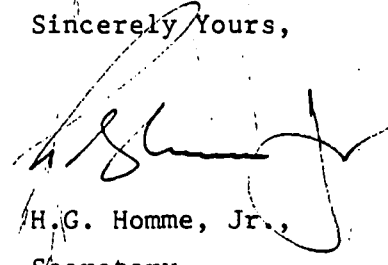
Joseph T. Rowan
Consolidated Rail Corp.
1138 Six Penn Center Plaza
Phila. Pa. 19104

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 1/3/79 at 3:30pm
and assigned recordation number(s) 9620-E

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9620-5 Filed 1425

SECOND AMENDMENT
TO
EQUIPMENT TRUST
AGREEMENT

JAN 3 1979 -3 32 PM
INTERSTATE COMMERCE COMMISSION

Dated as of December 15, 1978

Between

HELEASCO TWO, INC.

Trustor

and

THE FIDELITY BANK

Trustee

CONSOLIDATED RAIL CORPORATION

227 Tri-level Enclosed
Auto Racks

Filed and recorded with the Interstate Commerce Commission
pursuant to 49 U.S.C. §11303 on January __, 1979, at __.M.,
Recordation No. 9620-__.

SECOND AMENDMENT TO EQUIPMENT TRUST AGREEMENT

THIS SECOND AMENDMENT TO EQUIPMENT TRUST AGREEMENT (the "Second Amendment") dated as of December 15, 1978, between HELEASCO TWO, INC., a Delaware corporation ("Trustor") and THE FIDELITY BANK, a Pennsylvania banking corporation ("Trustee").

WHEREAS, the parties hereto have entered into an Equipment Trust Agreement dated as of July 18, 1978 and an Amendment to Equipment Trust Agreement dated as of October 24, 1978 (the Equipment Trust Agreement as so amended being hereinafter referred to as the "Trust Agreement"), by the terms of which Trustor appointed Trustee to act as Trustee of the trust therein created on the terms and conditions therein set forth; and

WHEREAS, the parties hereto have determined that it is necessary to further amend said Trust Agreement, pursuant to Section 11.01 thereof, in certain particulars as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. Section 3.01(b) of said Trust Agreement is hereby amended by deleting the first full paragraph in the Form of Equipment Trust Certificate and, in lieu thereof, substituting the following paragraph:

"THE FIDELITY BANK, as trustee ("Trustee")
under the Equipment Trust Agreement dated as
of _____, 1978 ("Trust Agreement";

the defined terms therein not otherwise defined herein being herein used with the same meanings), between HELEASCO TWO, INC. ("Trustor") and the Trustee, hereby promises to pay to _____, or registered assigns, the principal sum of \$ _____, together with interest on the amount of said principal sum remaining unpaid from time to time from the date of this Equipment Trust Certificate until payment in full of said principal sum at the rate of nine and three-quarters (9-3/4) percent per annum (computed on the basis of a 360-day year of twelve 30-day months), payable in one hundred nineteen (119) consecutive monthly payments of principal and interest each in the amount specified by reference to the amortization schedule attached hereto (except that the last such payment shall be in an amount sufficient to discharge the accrued interest on, and unpaid principal of, this Equipment Trust Certificate), commencing January 1, 1979, and on the first day of each month thereafter."


Other than as expressly modified herein, the terms and conditions of said Trust Agreement are unchanged and are hereby ratified and confirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

HELEASCO TWO, INC.


Asst. Secretary

BY: 
President

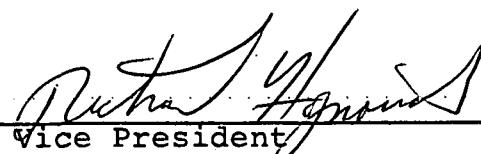
[SEAL]

TRUSTOR

ATTEST:

THE FIDELITY BANK


Asst. Secretary

BY: 
Asst. Vice President

TRUSTEE

State of Delaware
COMMONWEALTH OF PENNSYLVANIA)
New Castle) ss:
COUNTY OF PHILADELPHIA)

On this 29 day of Dec, 1978, before me personally appeared R.L. Beckershoff, to me personally known, who, being by me duly sworn, says that he is the President of Heleasco Two, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia M Moore
Notary Public

My Commission Expires:

[SEAL] NOTARY PUBLIC
My commission expires April 28, 1980

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this 2nd day of January, 1978, before me personally appeared RICHARD HOFNOWSKI, to me personally known, who, being by me duly sworn, said that he is a ^{ASSISTANT} Vice President of The Fidelity Bank, that the seal affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Rosemarie K. Blatteau
Notary Public

My Commission Expires:

[SEAL] ROSEMARIE K. BLATTEAU
NOTARY PUBLIC, PHILA., PHILA. CO.
My Commission Expires Sept. 1, 1980